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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(OS) 510/2021, I.A. 13779/2021**

RAHUL TANWAR

..... Plaintiff

Through: Mr. Ram Lal, Adv. with plaintiff.

versus

VISHAL MITTAL & ANR.

..... Defendants

Through: Mr. Sahil Ralli, Adv.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.03.2024

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The matter has been amicably settled between the parties vide settlement agreement dated 11.10.2023 recorded at Delhi High Court Mediation and Conciliation Centre.

The parties have entered into settlement on the following terms and conditions:

“1. That the Defendants have agreed to pay a sum of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand Only) ('Settlement Amount) as one time payment to the Plaintiff towards full and final settlement of the disputes between the Plaintiff and the Defendants for all intents and purposes.

2. That the Defendants undertakes to pay the Settlement Amount of Rs.6,50,000/- (Rupees Six Lakhs Fifty Thousand Only) to the Plaintiff on or before 17.01.2024 through RTGS/NEFT in the bank account of the Plaintiff after the signing of the present Settlement Agreement. The details of the Bank Account of the Plaintiff are as follows:



*Bank Name: BANK OF BARODA
Branch: KAMLA NAGAR, DELHI
Saving Bank Account No.: 89810100000030
Account Name: RAHUL TANWAR
IFS CODE-BARBOVJKANA*

3. That the Plaintiff agrees that in furtherance of receiving the above mentioned amount for the Settlement he will not have any other outstanding claims against the Defendants in respect of the sale deed dated 24.12.2020 and or property bearing no. 70, Gagan Vihar, Delhi-110051, including, without limitation, any outstanding claims of costs and damages, as prayed for in para b of the Suit filed and instituted by him.

4. That the Plaintiff agree that he shall not contest or challenge the execution and the validity of the sale deed dated 24.12.2020 executed between the parties in respect of property bearing no. 70, Gagan Vihar, Delhi-110051 before this Hon'ble Court or any other court of law in future or seek cancellation for the same as prayed for in para a of the Suit filed and instituted by him.

5. That the Plaintiff also undertakes that he shall also unconditionally withdraw all complaints (Civil and Criminal), representation, letters sent to any authority, Tribunal, Court, Police Station or any other forum against each other, if any, within 10 days of signing of the present Settlement Agreement.

6. All the disputes and differences have been amicably settled by the present 'Settlement Agreement'.

7. The Parties agree that this settlement Agreement above constitutes the full and final settlement between the Parties and extinguishes all differences, disputes and any claims, demands, rights, liabilities etc. of the Parties inter- se against each other and there is no further claims or demands against each other.

8. It is agreed that the Parties will be bound by the terms of



the present Settlement Agreement and in case any of the Defendants are found to be breaching the terms of this Settlement Agreement, the Plaintiff shall have right to take appropriate legal steps (both under civil and criminal law) to enforce its rights.

9. That the parties to the present Settlement Agreement undertake to be bound by the terms of the present Settlement Agreement and to give full effect to the terms thereof. The Parties hereby give a solemn undertaking that they shall strictly abide by and comply with the terms of the present Agreement and shall not do any act of any kind whatsoever which violates the letter and spirit of the present Settlement Agreement.

10. That the present Settlement Agreement is being entered into by the parties voluntarily and without any coercion, pressure, or undue influence being exercised by anyone, out of their own free will and volition. The parties agree to be bound by the present agreement for all intents and purposes.

11. The Parties agree that in terms of this Settlement Agreement, the suit being CS (OS) No. 510/2021 shall be disposed of and a decree shall be passed by the Hon'ble High Court of Delhi.

12. In terms of the present Settlement Agreement, the Parties herein are at liberty to seek for refund of the court fees in terms of Section 16 of the Court fees Act, 1870

13. That the parties further undertake that they shall remain bound by the terms and conditions of the present Settlement Agreement.”

In terms of the settlement agreement Demand Draft of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand Only) dated 04.03.2024 drawn from Kotak Mahindra Bank in the name of Rahul Tanwar bearing No. 376955 has



been handed over today in the court.

In terms of the settlement between the parties, the present suit stands disposed of as compromised. The court fees be also refunded as per rules.

MARCH 7, 2024/AR..

DINESH KUMAR SHARMA, J